

EX PARTE OR LATE FILED

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April 2, 2003

RECEIVED

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

Re: *AT&T Corp. Emergency Petition for Settlements Stop Payment
Order and Request for Immediate Interim Relief and Petition
of WorldCom, Inc. For Prevention of "Whipsawing" On the
U.S.-Philippines Route (IB Docket No. 03-38)*

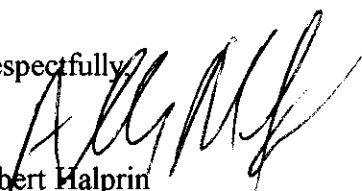
Oral ExParte Presentation

Dear Ms. Dortch:

On April 1, 2003, Albert Halprin spoke with Anna Gomez, Deputy Bureau Chief and Lisa Choi, Senior Legal Advisor, Policy Division, International Bureau, concerning possible approaches to interim and/or long-term solutions to the interconnection dispute between SMART and certain U.S. carriers. In addition to seeking clarification of the FCC's order of March 10, 2003, and Public Notice of March 31, 2003, we discussed the history of attempts by SMART and AT&T to reach agreement.

In connection with that, I have enclosed a summary of amounts due and oweable to SMART and a cover letter specifically indicating SMART's compliance with the Interconnection Telephone Service Agreement between itself and AT&T in connection with the termination of that agreement. These documents have been redacted to protect the confidential, proprietary nature of the material.

Respectfully,


Albert Halprin
Counsel to SMART

Enclosures
cc w/ encl: Anna Gomez
Lisa Choi

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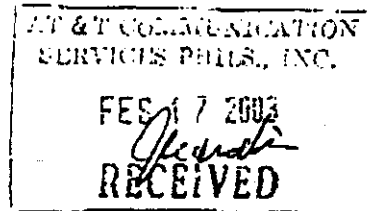


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11 February 2003

Mr. Michael Behrens
AT&T International Law
Room N447
412 Mt. Kemble Avenue
Morristown NJ 07962
Fax 973-644-7089

Ms. Joy Dalley
Route Manager
412 Mount Kemble Avenue
Morristown, NJ 07962



Dear Mr. Behrens and Ms. Dalley:

We refer to your letters dated 03 February 2003 and 10 February 2003.

You informed us in your 03 February 2003 letter that you are not amenable to our proposed increase in the settlement rates as stated in our letter of 24 January 2003. Subsequently, you counter-proposed a termination rate of \$0.10 for mobile on-net traffic in your letter of 10 February 2003.

As you are aware, our standard commercial rates prior to our proposed new rates is already at \$0.12. Thus, we deem your counter-proposal of \$0.10 as an indication that you are not prepared to negotiate in earnest and are not willing, in good faith, to consider our business perspective. We therefore interpret this to mean that the parties cannot mutually agree on the new rates.

Accordingly, we have no other option but to terminate the International Telecommunications Service Agreement (ITSA) dated 27 September 1996. This will serve as our formal notice of termination effective 180 days from your receipt, in accordance with Section 12 of the ITSA.

Very truly yours,


DR. ROGELIO V. QUEVEDO
Head-Legal & Carrier Business Group

Cc: Mr. Romulo Carlos


**FAXED
TRANSMITTED**



March 14, 2003

MR. MARK MILLER
 Regional Director-Asia Pacific Route Management
 412 Mount Kemble Avenue
 Morristown, NJ 07962

Dear Mr. Miller:

We refer to your letter dated March 13, 2003.

In our letter dated March 12, 2003, SMART reiterated its position to terminate the Interconnection Telephone Service Agreement (ITSA) effective August 11, 2003. It was also conveyed that further discussions between SMART and AT&T shall only focus on settlement of AT & T's payables to SMART.

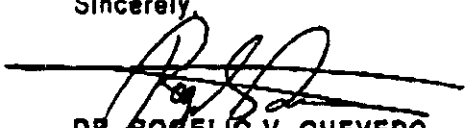
Our records show that AT&T owes SMART the amount of _____ for the period January 2000 to February 2003. As can be seen in the attached statement of account, AT&T has an outstanding balance with SMART in the amount of _____ for the period January 2000 to December 2001.

AT&T is aware that SMART started negotiating the payment by AT&T of _____ (based on SMART records) since June 7, 2002. In August 12, 2002, AT&T presented its figures in the amount of _____ which was confirmed and accepted by SMART on November 15, 2002. Thereafter, SMART was advised by your Mr. Alphonso Small that payment for 2000 and 2001 outstanding accounts will be credited to SMART's account soonest.

Despite SMART's acceptance of the settlement amount presented by AT&T and the assurance by AT&T that payment was forthcoming, SMART did not receive a cent from AT&T for the payment of AT&T's undisputed and overdue obligation of _____. As a further testament to AT&T's mockery of the settlement negotiations, SMART received another true up from AT&T's settlement group last January 15, 2003 presenting a settlement amount that is different and significantly lower than what has been previously agreed upon.

In view of AT&T's intentional delaying tactics which cannot be interpreted other than an unjustified refusal to pay an undisputed and overdue obligation, AT&T's failure to negotiate in good faith is manifest.

Sincerely,


DR. ROGELIO V. QUEVEDO
 Head-Legal & Carrier Business Group

Cc: Joy Dalley *JD*
 Michael Behrens

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AT&T
Traffic Settlement
 (amount in US\$)

Applicable Month	Call Type	Minutes	Rate	Amount
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INBOUND TRAFFIC

October 2002	IDC
November	
December	
January 2003	
February	

Sub-Total

October 2002	HCD
November	
December	
January 2003	
February	

Sub-Total

October 2002	Surcharge
November	(calls)
December	
January 2003	

Sub-Total

Total Due to Smart

OUTBOUND TRAFFIC

October 2002	Direct
November	
December	
January 2003	
February	

Sub-Total

October 2002	Transit
November	
December	
January 2003	
February	

Sub-Total

Total Due to AT&T

Net Amount due to Smart

Add: Unsettled Traffic,

January 2000 - December 2001

August - September 2002

Total Unsettled Traffic

TOTAL AMOUNT DUE TO SMART

Less: AT&T Remittances/Payments:

10/10/02
11/15/02
12/18/02
01/22/03
Bank Service Charge

Total AT&T Remittances/Payments

BALANCE DUE TO (FROM) SMART